

SB 82 CRISIS RESIDENTIAL TREATMENT PROGRAM - CRTP STATEMENT OF WORK (SOW)

1.0 INTRODUCTION

1.1 Background

The Investment in Mental Health Wellness Act of 2013, also known as Senate Bill (SB) 82, intends to expand crisis services statewide by providing capital funding to counties in California. The Los Angeles County (County) Department of Mental Health (DMH) has been awarded \$40,892,700 by the California Health Facilities Financing Authority (CHFFA) to expand the County's crisis services, \$35,000,000 of this funding will be used to expand Crisis Residential Treatment Programs (CRTP), as defined in the Request for Proposal (RFP). These CRTPs will provide an alternative to hospitalization; reduce inpatient days; and may serve as a resource for individuals likely to be incarcerated without the appropriate community services. These CRTPs will also provide recovery-oriented intensive and supportive services that are integrated into the community system of care, in a safe and therapeutic, home-like setting. These CRTPs must comply with federal and State statutes and regulations and County policies.

1.2 Headings and Definitions

The headings herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The words used herein shall be construed to have the meanings described in this section, and/or as previously defined in the RFP, unless otherwise apparent from the context in which they are used.

1.3 Overview

Contractor's CRTP must be licensed as a Social Rehabilitation Facility by the California Department of Social Services (CDSS), as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 2. The mental health program component of the CRTP must be certified by the California Department of Health Care Services (DHCS) as a Short-Term Crisis Residential Treatment Program, as set forth in the California Welfare and Institutions Code (WIC), Sections 5670, 5670.5 and 5671 and CCR Title 9, Division 1, Chapter 3, Article 3.5. The mental health program component must also be Medi-Cal certified by DHCS within seven (7) days of the initiation of services. The CRTP must provide services 24 hours per day, 7 days per week (24/7) with a maximum capacity of 16 beds per CRTP, for adults ages 18 and over. The CRTP will be centrally

accessed through DMH Countywide Resource Management (CRM). Urgent Care Center (UCC) and community hospital staff will refer individuals to CRM for access to the CRTP. County hospital Psychiatric Emergency Services (PES) and inpatient treatment teams will work collaboratively with CRM hospital liaisons to identify potential referrals to the CRTP.

2.0 PERSONS TO BE SERVED

The population to be served by Contractor are adults age 18 years of age and over with mental illness, including those who have co-occurring substance use disorders. Contractor will primarily serve individuals who are:

- 2.1 In County hospital PES and community hospital emergency rooms with significant psychiatric symptoms and who have been determined by the emergency services treatment staff in collaboration with CRM to be appropriate for CRTPs.
- 2.2 In acute inpatient settings who have stabilized within days, or hours, on an inpatient unit and can be treated clinically at a CRTP level of care.
- 2.3 In UCCs, who are at risk of being placed in higher levels of care and who have been determined by the UCC treatment team and CRM to be appropriate for a CRTP.

3.0 SERVICE DELIVERY SITE(S)

Services shall be delivered at the site(s) listed in any resulting agreement. The service delivery site listed on the agreement shall be operational within six (6) months of the commencement of the agreement. Extensions may be considered based on extenuating circumstances, and solely at the Department's discretion. Contractor shall request approval, in writing, from the DMH CRM Program Manager a minimum of 60 days before terminating services at any of the site(s) listed on its agreement and/or before commencing services at any other site(s) not previously approved in writing by the DMH CRM Program Manager.

4.0 CRISIS RESIDENTIAL TREATMENT PROGRAM REQUIREMENTS

Contractor shall ensure the following program requirements are met:

- 4.1 Obtain and maintain licensure as a Social Rehabilitation Facility by the CDSS, as set forth in CCR Title 22, Division 6, Chapter 2 for the CRTP.

- 4.2** Obtain and maintain certification by DHCS as a Short-Term Crisis Residential Treatment Program, as set forth in WIC, Sections 5670, 5670.5 and 5671 and CCR Title 9, Division 1, Chapter 3, Article 3.5.
- 4.3** Obtain and maintain Medi-Cal certification by DHCS within seven (7) days of the initiation of services. If Contractor does not meet this timeline and an extension has not been granted, DMH may pursue remedies, including forfeiture of award and repayment of any expended grant funds.
- 4.4** Provide a safe and home-like environment with 16 beds for adult clients that meet all applicable licensing and certification requirements.
- 4.5** Provide a safe and clean living environment, with adequate light, toilet, and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding at least once a week.
- 4.6** Provide at least three balanced and complete meals each day.
- 4.7** Accept admissions between the hours of 8:00 a.m. to 5:00 p.m., seven (7) days per week.
- 4.8** For referrals from a County or community hospital psychiatric emergency service, acute in-patient unit, or UCC, provide intake appointments within four (4) hours or, if after hours, by noon on the next day.
- 4.9** Admit individuals who have stabilized on an inpatient unit when these individuals are clinically appropriate for this level of care and are referred by CRM.
- 4.10** Collaborate with local law enforcement to accept referrals authorized by CRM.
- 4.11** Accept any individual(s) referred from CRM. If Contractor declines to admit an individual who has been referred by CRM, the Contractor must notify CRM in writing of the reasons the program is rejecting the referral within 24 hours of receiving the referral. The decision not to admit will be made collaboratively by Contractor, CRM, the conservator, and where possible and appropriate, the family.
- 4.12** Provide 24-hour supervision of all clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications.

- 4.13** Establish, maintain and comply with policies and procedures for responding to suicide risks, threats, acts of violence, and refusal to participate in treatment.
- 4.14** Maintain a staffing pattern that requires a minimum of two (2) staff on duty 24/7, with a minimum staffing ratio of one (1) staff to every 1.6 clients. A licensed clinician shall be available on site during normal business hours and on-call at all times. The program shall have the capacity for flexible staffing above the required minimum based on individualized needs of the clients. The program manager and consulting psychiatrist may provide additional coverage when they are on site. Staff shall include a consulting psychiatrist, other professionals, paraprofessionals, and peer support/advocates.
- 4.15** Ensure physician accessibility during and after normal business hours to ensure adequate coverage for client care and establish a corresponding policy.
- 4.16** Provide a family nurse practitioner, under the supervision of the consulting psychiatrist, on site three (3) to four (4) days per week to provide medication assessment/support services, including administration of prescribed medications in an emergency, basic physical healthcare and education, and staff training.
- 4.17** Establish, maintain and follow procedures for assisting clients to access all available funding, including Medi-Cal, Medicare, or other third party insurance, and to access the most cost efficient services and supports possible.
- 4.18** Establish, maintain and follow a “no discrimination” policy for individuals with a mental illness who have co-occurring disorders, including individuals with physical health problems, developmental delays, low literacy, substance use or other issues, who can safely reside in a CRTP. Contractor shall collaborate with other departments or entities (e.g., Regional Center, County Department of Health Services) in order to ensure clients’ access to the services most appropriate for their needs and to which they are entitled.
- 4.19** Timely contact CRM under circumstances where Contractor believes that residing in the CRTP is no longer a viable option for a specific individual. Contractor and CRM shall work collaboratively to ensure that the client is referred to the level of care that meets the individual’s specific needs.
- 4.20** Ensure that prior to discharge clients are linked to Mental Health Services Act (MHSA) Full Service Partnerships (FSP) or other mental health

providers that will address mental health services and supports, housing, education and employment on an ongoing basis.

- 4.21** Adhere to DMH policy and procedures regarding admissions and discharges from CRTPs, risk management and participation in quality improvement activities.
- 4.22** Establish relationships, whether formal or informal, with other community agencies and/or resources that serve clients to promote clients' well-being and assist in achieving clients' goals.
- 4.23** Provide the following services directly or by referrals to agencies with which the Contractor has established relationship, as follows:
 - 4.23.1 Assessment: Each individual shall receive a psychiatric assessment.
 - 4.23.2 Counseling: Contractor shall provide individual, group, and family counseling consistent with individual client needs.
 - 4.23.3 Individualized Treatment Plan: Each individual served shall participate in the development of an individualized plan, focused on recovery and wellness principles, that includes activities and services that will reduce unnecessary hospitalizations and promote community re-integration.
 - 4.23.4 Culturally and Linguistically Appropriate Services: These services are delivered by professional and paraprofessional staff with similar cultural and linguistic backgrounds to those of the population(s) being served. Contractor understands and utilizes the strengths of culture in service delivery and incorporates the languages and cultures of its clients into the services that provide the most effective outcomes.
 - 4.23.5 Housing Services: Housing services include ensuring that individuals are placed in the least restrictive housing possible and preferred by the client, family or conservator upon discharge from the program.
 - 4.23.6 Compliance with Law and Policy: Contractor is required to provide services in compliance with federal, State statutes and regulations and County policies.
 - 4.23.7 Length of Stay: Consistent with CCR, Title 9, Division 1, Chapter 3, Section 531 (a) (1), the planned length of stay in the CRTP shall be in accordance with the client's assessed needs, but not to exceed

30 days, unless circumstances require a longer length of stay to ensure successful completion of the treatment plan and appropriate referral period. However, the anticipated length of stay in the CRTP will be 10-14 days. Any stay beyond the first 30 days must be pre-approved by DMH CRM. Under no circumstance shall the length of stay exceed three (3) months.

- 4.23.8 Medication Evaluation and Support: These are services provided by physicians and nurses to evaluate an individual's need for psychiatric medication and administer medications, monitoring clients' status as appropriate. Medication Evaluation and Support Services are provided by staff persons who have within the scope of practice of their professions, prescribing, administering, dispensing and monitoring the psychiatric medications necessary to alleviate the symptoms of mental illness.
- 4.23.9 Evidence-based and Emerging Effective Practice Models: Evidence-based practices are interventions for which there is consistent empirical evidence showing that they are effective in improving client outcomes. Emerging effective practices include those promising and emerging service delivery practice models that have the potential to become evidence-based practices over time as they are further documented and researched. These practices shall form the basis of the services provided by the Contractor.
- 4.23.10 24/7 Assessment and Crisis Services: These services shall be available 24/7. Contractor shall work collaboratively with DMH Psychiatric Mobile Response Team or Service Area (SA) Mobile Crisis Teams to provide crisis response as necessary, before law enforcement intervenes or involuntary assessment at a County hospital PES or UCC is required.
- 4.23.11 Self Help and Family Support Groups: These services for clients and family members/conservators shall be provided on a regular basis to develop an on-going support network, provide information on recovery-based practices, and support clients' transition to a more independent community living.
- 4.23.12 Transportation Services: These services provide clients transportation to agency referrals while in the program or to housing at the time of discharge by means of bus fare/pass, Contractor's passenger vanpool, or private vendor when needed. These services also support the development of clients' independent use of transportation resources.

- 4.23.13 Physical Health Care Services: This includes assisting both insured and uninsured individuals with accessing physical health care so that their needs for treatment, including preventative care, are addressed in a timely manner. Contractor must develop a policy for physician accessibility during and after normal business hours to ensure adequate coverage for client care.
- 4.23.14 Benefits Establishment and Services: Contractor shall assess each client's financial status, identify benefits to which they may be entitled (e.g., Medicaid, Medicare) and perform all actions with or on behalf of a client to ensure entitlements and/or low-cost or no-cost services for which they may qualify are established.
- 4.23.15 Representative Payee and Money Management: Contractor shall provide these services to individuals without conservatorships who have been determined to be unable or unwilling to manage their financial resources, including banking, bill-paying and budgeting services.
- 4.23.16 Education, Pre-vocational and Employment Services: Contractor shall assist clients with access and linkage to these services.
- 4.23.17 Independent Living Skills: Contractor shall teach each individual independent living skills.
- 4.23.18 Activities: Contractor shall provide each individual with regularly scheduled social and recreational activities.
- 4.23.19 Discharge Planning and Linkage: Contractor shall ensure that clients who are ready for discharge are linked to community-based services and supports through collaboration with SA Mobile Triage Teams and Navigators, FSPs, community peer support programs, mental health clinics, educational and vocational services, and other agencies to ensure linkage and engagement with mental health services and supports in the community on discharge from the program.

5.0 EMERGENCY MEDICAL TREATMENT

Clients provided services hereunder who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care, shall not be a charge to nor reimbursable under the Agreement; however, Contractor shall assure that such transportation and emergency medical care are provided. Contractor shall establish post written procedures describing appropriate action to be taken in the event

of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to the DMH Contracts Development and Administration Division at least 10 days prior to the commencement of services under the Agreement.

6.0 NOTIFICATION OF DEATH

Contractor shall immediately notify the DMH Program Manager upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances, including additional parties notified.

7.0 STAFFING

Contractor and/or its subcontractor(s) shall ensure that the following staff and volunteer requirements are met:

- 7.1 Criminal Clearances: Contractor shall ensure that criminal clearances and background checks have been conducted for all Contractor's staff and volunteers as well as all subcontractor staff, prior to beginning and continuing work under any resulting agreement with the County. The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor or subcontractor's staff pass or fail the background and criminal clearance investigations.
- 7.2 Linguistic and Cultural Capacity: Contractor's personnel, as well as all subcontractor staff who are performing services under this agreement, shall be able to read, write, speak, and understand English in order to conduct business with County. In addition to having competency in English, Contractor shall ensure there is a sufficient number of ethnically and linguistically diverse staff to meet the cultural and language needs of the community served.
- 7.3 Service Delivery: Contractor shall ensure that all professional and paraprofessional staff and volunteers are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community in which Contractor provides services. Contractor shall employ a sufficient number of staff to ensure the appropriate intensity of mental health and supportive services for persons served. Staff will include professionals, paraprofessionals, and peer support/advocates.

- 7.4 Driver's License: Contractor shall maintain copies of current drivers' licenses, including current copies of proof of auto insurance of staff providing transportation for clients.
- 7.5 Driving Record: Contractor shall maintain copies of drivers' Department of Motor Vehicles (DMV) printouts for any drivers providing transportation services under any resulting agreement. Reports shall be available to DMH on request. County reserves the right to conduct a DMV check on Contractor's drivers, in its sole discretion.
- 7.6 Education and Experience: Contractor shall be responsible for securing and maintaining staff that possess sufficient experience and the expertise necessary to provide services required in this SOW. Contractor shall obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.
- 7.7 Staff Orientation and Training: Contractor shall provide orientation to all professional and paraprofessional staff, interns, and volunteers providing services prior to their beginning service and shall complete initial training within 30 business days from their start date. Training shall continue throughout an employee's provision of services.
- 7.8 Documentation: Contractor shall maintain documentation in the personnel files of all professional and paraprofessional staff, interns, and volunteers of: (1) all training hours and topics; (2) copies of resumes, degrees, and professional licenses; and (3) current criminal clearances.
- 7.9 Rosters: Contractor shall provide DMH, at the beginning of each agreement term and within 30 days of any staff change(s), a roster of all staff that includes: (1) name and positions; (2) work schedule; and (3) facsimile and telephone numbers.
- 7.10 Changes in Staffing: Contractor shall advise DMH in writing of any change(s) in Contractor's key personnel, consisting of management staff and the project manager, at least 24 hours before proposed change(s), including name and qualifications of new personnel. Contractor shall ensure that no interruption of services occurs as a result of the change in personnel.

8.0 ADMINISTRATIVE TASKS

- 8.1 Record Keeping: Contractor shall keep a record of services provided, as well as the dates, agendas, sign-in sheets, and minutes of all CRTP Contractor and subcontractor meetings.

- 8.2 Evaluation Tools: Contractor shall provide clients and families a tool by which to evaluate the services rendered by the CRTP. Contractor shall ensure the tool addresses the performance of the Contractor and the satisfaction of the clients and, when appropriate, their families. Contractor shall make this tool and related information available to DMH upon request.
- 8.3 Data Entry: Contractor shall be responsible for collecting and entering data on a monthly basis, via the data collection instrument developed by DMH and the state on all clients referred to the agency. Contractor shall ensure the data is entered electronically at network sites and downloaded at the DMH centralized database, the County's claims processing information system. At a minimum, the data collection shall include demographic data, and number of case openings, the number of case closings, and services recommended and received.
- 8.4 Program Manager: Contractor shall designate a program manager responsible for the over-all administration and day-to-day management of the CRTP. This manager shall be responsible for ongoing communication about the status of the project with County and State and for addressing any community issues or concerns regarding clients' health and safety.
- 8.5 Days/Hours of Operation: Contractor shall ensure that services are available 24/7. Contractor shall notify DMH of the name and phone number of the contact person for after-hours services. In addition, Contractor's project manager or County approved alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the CRTP, and shall be available during the County's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to County inquiries and to discuss problem areas.
- 8.6 Computer and Information Technology Requirements: Contractor shall acquire a computer system within 30 days of commencement of the contract with sufficient hardware and software and an agreement for its on-site maintenance to comply with the terms of the Agreement.
- 8.7 Cooperation: Contractor shall work cooperatively with DMH Information Technology Services staff and any contracted program evaluator, if applicable. Contractor shall provide data entry staff to process electronic/fully automated invoices for the County's claims processing information system. Contractor shall electronically invoice County on a monthly basis.

9.0 OUTCOMES FOR CRISIS RESIDENTIAL TREATMENT PROGRAMS

For any resulting agreement, Contractor shall work with DMH to measure and demonstrate the following outcomes for individuals served:

- 9.1 Reduced utilization of UCCs, hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration;
- 9.2 Increase in the percentage of individuals served by the CRTP who, within 15 and 30 days have not returned for crisis services at a UCC or County or community hospital emergency department;
- 9.3 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;
- 9.4 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs and intensive services programs; and
- 9.5 Clients' and their family members' (when appropriate) satisfaction with the crisis residential services received.

10.0 PERFORMANCE-BASED CRITERIA

- 10.1 Any resulting agreement with the County shall include nine (9) Performance-based criteria that measure the Contractor's performance related to program and operational measures and are indicative of quality mental health services. These measures assess the agency's ability to provide the required services as well as the agency's ability to monitor the quality of services.
- 10.2 Contractor shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, will advise Contractor of the revised Performance-based Criteria within 30 days.

The Performance-based Criteria are as follows:

PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
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PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Agency has ethnic parity of staff to clients	Staff Roster	Ethnic staff is in proportion to the percentage of ethnic minority clients to be served.
2. Agency has the ability to provide clinical and crisis services on site or ensure availability of these services in the community	IS report on services provided	All required services are provided in the crisis residential facility or other community settings.
3. Agency responds to referrals from DMH within four (4) hours or the next day (if afterhours) from County hospital PES, acute inpatient units, or UCCs.	Centralized tracking	100% of responses are within four (4) hours or next day (if afterhours) of referral from County hospital PES, acute inpatient units, or UCCs.
4. Agency has required staffing ratio to provide contracted services.	Staff Roster	100% compliance with required staffing to provide services outlined in the DMH approved Negotiation Package.
5. Agency provides services or has the availability of services to individuals with co-occurring substance use disorders.	Sample review of records based on IS report of clients who have substance abuse diagnosis	100% of clients with co-occurring substance use disorders receive integrated services.
6. Agency provides clients, family members or conservators with self-help, peer support, and caregiver support groups.	<ul style="list-style-type: none"> • Sample review of records • List of groups offered on site and/or referral groups 	100% of clients provided or referred to self-help and peer support groups.
7. Agency has 10% paid staff who are clients and/or family members.	Negotiation Package and staff roster	Approximately 10% of paid staff are persons with lived experience.

PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
8. Agency serves uninsured individuals and individuals who are benefit eligible, but do not have benefits at the time of admission.	IS reports	<ul style="list-style-type: none"> Approximately 20% of clients were uninsured at the time of admission. 40% of clients were benefit eligible under Medicaid Expansion, but did not have benefits at the time of admission. 40% of clients had benefits at the time of admission.
9. Agency provides 24 hours a day, seven days a week (24/7) crisis response.	<ul style="list-style-type: none"> Staff roster and on-call schedules Sample review of records 	100% timely crisis response

11.0 QUALITY ASSURANCE AND DATA COLLECTION

Quality Assurance

11.1. The Contractor shall establish and utilize a comprehensive Quality Assurance Plan (Plan) to ensure that the required CRTTP services are provided at a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to DMH for review and approval. The Plan shall be effective on the Agreement start date and shall be updated and re-submitted for DMH approval as changes occur.

11.2 The Plan shall include an identified monitoring system covering all the services listed in this RFP and SOW. The system of monitoring to ensure that Agreement requirements are being met shall include:

11.2.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.

- 11.2.2 Ensuring the services, deliverables, and requirements defined in the Agreement are being provided at or above the level of quality agreed upon by the County and the Contractor.
- 11.2.3 Assuring that professional staff rendering services under the Agreement has the necessary prerequisites.
- 11.2.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 11.2.5 Taking any corrective action needed, providing to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- 11.2.6 Continuing to provide services in the event of a strike or other labor action of the Contractor's employees.
- 11.2.7 Timely notification to County by the Contractor of community complaints and concerns, including indication of the corrective actions taken to address/resolve the complaint or concern.

11.3 Data Collection

The Contractor shall have the ability to collect, manage and submit data as directed by DMH to demonstrate outcomes inclusive of guidelines set forth by DMH and CHFFA. Contractor shall work with DMH to develop and implement client tracking systems which include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by the CRTP, and survey instruments. Contractor shall perform data entry to support these activities. Contractor shall use this outcome data to assess the program's design and implementation and make any mid-course corrections necessary to ensure the achievement of positive outcomes.

12.0 INFORMATION TECHNOLOGY REQUIREMENTS

12.1 Functional Requirements

- 12.1.1 Contractor shall admit individuals and provide basic clinical and demographic information, services detail, and ongoing assessment and outcomes data, and submit claims for services provided in an electronic form.

12.1.2 Throughout the duration of the contracted services, Contractor shall obtain, certify, submit, and review comprehensive information on client status and the outcomes of service in accordance with CHFFA and DMH requirements. Contractor shall comply with all DMH deadlines for time-specific processes for the submittal and delivery information. These include:

12.1.2.1 Claims for reimbursement that shall be submitted timely to avoid penalty, payment delays, or outright denial of a claim;

12.1.2.2 Comprehensive admission-time information about the status of clients; and

12.1.2.3 Assessment information at admission and discharge, and reports of key event indicators during the period of service.

12.1.3 For claims related to admissions and discharges, units of service reporting and claiming, DMH requires that providers have received prior authorization from CRM. Contractor shall submit information to the DMH claims processing information system by one of two methods: 1) Electronic Data Interchange (EDI), which is electronically submitting Health Insurance Portability and Accountability Act (HIPAA) compliant claims transactions, or 2) Direct Data Entry (DDE), which is entering claims data directly into the claims processing information system. EDI is strongly preferred by DMH.

12.1.4 Contractor shall provide status and outcomes information by:

12.1.4.1 Transmitting the information electronically to DMH from provider, billing company, or clearinghouse systems using an XML format that DMH will provide that is substantially similar to what the state requires DMH to submit, or

12.1.4.2 Using DDE as above into a web-based DMH Outcomes Measurement System.

12.1.5 For claiming and status and outcomes information, an Internet connection shall be required and broadband shall be essential.

12.2 Privacy And Electronic Security

- 12.2.1** Contractor shall comply with federal and state laws as they apply to Protected Health Information (PHI), Individually Identifiable Health Information (IIHI), and electronic information security. Any communication containing PHI or IIHI to DMH via an electronic mailing system shall be done through the use of DMH's Email Encryption Solution.
- 12.2.2** Any Contractor that is deemed a "Covered Entity" under HIPAA shall comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County.
- 12.2.3** Any Contractor deemed a "Business Associate" of County under HIPAA shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with privacy and electronic security standards.

12.3 Technology Requirements

- 12.3.1** Contractor shall acquire, manage, and maintain its own information technology and systems in order to meet the functional, workflow, and privacy/security requirements listed above. For claiming and status and outcomes information, an Internet connection shall be required; broadband shall be essential unless the provider is a very small agency.
- 12.3.2** A Contractor who elects to connect to DMH systems for DDE shall maintain an Internet connection and use a web browser at the level of Internet Explorer 6.0 or better. Neither the claims processing information system nor the Outcomes Measurement System has been tested using a Macintosh, and DDE using a Macintosh, while theoretically possible, is not supported by DMH. The most effective systems for this purpose will be Microsoft Windows-based PCs equipped with Internet Explorer 6.0 or better.
- 12.3.3** A Contractor who elects to submit internally generated electronic information to DMH shall use Secure Internet File Transfer protocol to do so. DMH will provide the XML specifications for the outcomes data. Claiming, remittance advice, enrollment, eligibility, and other financial transactions shall comply with the HIPAA standard for transactions and code sets. Applicable trading partner agreements and specifications are available at the DMH web site and will be provided at the time the Agreement is executed. DMH does not maintain and will not support a private network of any kind.

12.3.4 Contractor shall be solely responsible for complying with all applicable state and federal regulations affecting the maintenance and transmittal of electronic information.

13.0 SUBCONTRACTOR(S)

- 13.1 If Contractor intends to employ a subcontractor(s) to perform some of the services described in this SOW, the transmittal letter shall clearly indicate the other agency(ies) involved and describe the role of the subcontractor. A statement from all subcontractors indicating their willingness to work with the Contractor and intent to sign a formal agreement between/among the parties shall be submitted over the signature of the person authorized to bind the subcontracting organization.
- 13.2 If a Contractor is selected for funding, the Contractor shall obtain prior written approval from DMH to enter into a particular subcontract, and all requests for approval shall be in writing. The Contractor shall remain responsible for any and all performance required under the Agreement.
- 13.3 All subcontracting agreements shall be required for County review and the official record after award of the Agreement, if any.
- 13.4 The role that the subcontractor will play in the CRTP must be fully described in the proposal narrative.

14.0 REQUIRED DOCUMENTS

Contractor shall demonstrate in writing how the services impact the performance targets. Contractor shall maintain, at a minimum, the following documents that indicate whether performance targets have been reached:

- 14.1 Required statistical reports related to the Contractor's services.
- 14.2 Required documents such as licenses, certification, etc. related to services.
- 14.3 Training schedules and curricula.
- 14.4 Documentation in client records of activities related to performance targets.